

**MEMORANDUM OF UNDERSTANDING
FOR THE
EXCHANGE OF TECHNICAL INFORMATION
AND FOR COOPERATION IN THE FIELD OF
PEACEFUL USES OF NUCLEAR ENERGY
BETWEEN THE GHANA ATOMIC ENERGY COMMISSION
AND ARGONNE NATIONAL LABORATORY**

WHEREAS, the Ghana Atomic Energy Commission (GAEC) and Argonne National Laboratory (ANL), a facility owned by the United States Department of Energy (DOE), which is operated by the University of Chicago under contract W-31-109-ENG-38, serve as laboratories for developing and disseminating information in the field of peaceful uses of nuclear energy;

WHEREAS, GAEC and ANL, hereinafter referred to as the Participants recognize the interest in promoting cooperation in the field of peaceful uses of nuclear energy, as called for in Article IV of the Treaty on the Non-Proliferation of Nuclear Weapons;

WHEREAS, the Participants desire to exchange technical information and to cooperate in the field of peaceful uses of nuclear energy by means of a cooperative institutional relationship; and

Noting that ANL is participating in activities covered under this Memorandum of Understanding on behalf of the United States Arms Control and Disarmament Agency (ACDA);

THE PARTICIPANTS INTEND THAT:

ARTICLE I - OBJECTIVE

The objective of this Memorandum is to establish the basis for a cooperative institutional relationship between the Participants for the exchange of scientific and technological information regarding the peaceful uses of nuclear energy.

ARTICLE II - FORMS OF COOPERATION

1. The forms of cooperation between the Participants covered under this Memorandum may include, but are not limited to, the following:

- a. Exchange and provision of scientific and technical information which the Participants have a right to disclose and which does not include classified information under the laws of the United States of America and of the Government of Ghana;

- b. Short visits by expert teams or individuals to the GAEC and its facilities and ANL and its facilities;
 - c. Personnel assignments of individuals to GAEC and its facilities and ANL and its facilities.
 - d. Exchange and provision of samples, materials (excluding nuclear material as defined in 22 USC Section 3203), instruments and components for testing;
 - e. Training of scientific and technical personnel by means of fellowships or work periods in laboratories or through the organization of seminars or specific courses;
 - f. Use of unclassified facilities and equipment owned and operated by GAEC or ANL;
 - g. Assistance in the purchase of items of laboratory equipment which are difficult to obtain through normal sources in a timely manner;
 - h. Joint projects in which each Participant will be responsible for the costs it incurs;
 - i. Participation by researchers from additional Ghanaian or U. S. organizations when the Participants agree that such participation supports their collaboration;
2. Other specific forms of collaboration may be added by mutual written agreement of the Participants;
3. The Participants further intend that, the details of any cooperation under this Memorandum will be confirmed in writing by a suitable instrument embodying terms and conditions satisfactory to the Participants;

ARTICLE III - COORDINATION

To supervise the implementation of this Memorandum, each Participant will designate a coordinator as its representative to evaluate the degree of progress of work being conducted under this Memorandum and consider and act upon new proposals for collaboration.

ARTICLE IV - UNITED STATES OF AMERICA GOVERNMENT-FURNISHED PROPERTY

1. As agreed to by the Participants, ANL may from time to time deliver to GAEC items of U. S. Government-furnished property, such as laboratory equipment and computers, to facilitate the cooperative efforts under this Memorandum. Any transfer of U.S. Government furnished property will be subject to a written agreement between the Participants.

2. Title to such U. S. Government-furnished property will remain in the U. S. Government. GAEC will use the U. S. Government-furnished property only to further the purposes of the instrument governing the delivery thereof.

3. GAEC will maintain property control records in accordance with sound industrial practice and will make such records available to ANL for inspection at all reasonable times. In addition, as provided in the instrument governing the delivery of such property, GAEC will:

-- a. provide to ANL on an annual basis, a listing of all U. S. Government property made available to GAEC under the instrument; and

-- b. every two years, conduct a physical inventory of such U. S. Government-furnished property and provide to ANL a signed statement indicating that such inventory was completed, the date it was completed, and a listing of all deficiencies disclosed by the physical inventory.

4. Upon delivery of U. S. Government-furnished property to GAEC under an instrument between the Participants, GAEC will assume the risk and responsibility for its loss or damage, except:

-- a. for reasonable wear and tear;

-- b. to the extent property is consumed in carrying out the purposes of the instrument; or

-- c. as otherwise provided by the terms of the instrument.

5. The terms of any instrument between the Participants will provide that neither ACDA nor ANL makes any warranty whatsoever with respect to the U. S. Government-furnished property.

6. The instrument may provide that GAEC may repair, at its expense, any property made available under the instrument. GAEC also may modify, at its expense, any such property, but only pursuant to the terms of the instrument providing the property. Any repair or modification will not affect the title of the U. S. Government in such property.

7. GAEC will follow the ANL Coordinator's directions regarding the disposition of all U.S. Government-furnished property not consumed in furthering the purposes of this Memorandum or previously returned to ANL.

8. Any disagreement arising out of activities conducted under this Article will be resolved in accordance with the laws and regulations applicable to ANL operations for U.S. Government property.

ARTICLE V - INFORMATION AND INTELLECTUAL PROPERTY

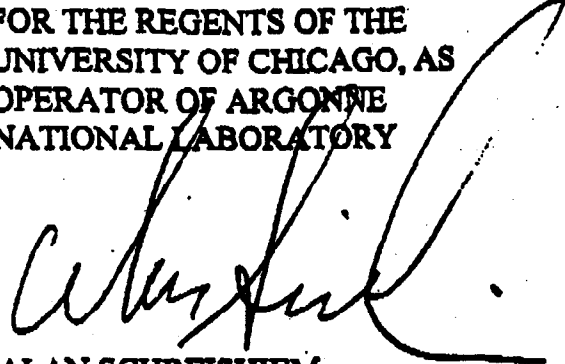
1. The Participants will make available to each other nonproprietary information which it has the right to disclose. Unless otherwise agreed in writing, no proprietary information will be exchanged.
2. Rights to intellectual property (including inventions, data, copyright) for the Participants will be determined on a specific activity basis in accordance with the terms of the instrument therefor.

ARTICLE VI - GENERAL PROVISIONS

1. Cooperation under this Memorandum will be in accordance with the applicable laws and regulations under which each Participant operates.
2. This Memorandum of Understanding is not intended to create legally binding obligations between the Participants. It is anticipated that each Participant will assume responsibility for, and provide funding, to cover the costs individually incurred in participating in cooperation under this Memorandum. The Participants understand that the cooperative activities which may be undertaken under this Memorandum are subject to available funds, personnel, and approval of their respective Governments.
3. Neither Participant makes any warranty of any kind with respect to materials, information, or services that may be furnished to the other Participant in connection with the activities anticipated under this Memorandum.
4. The Participants understand and agree that the information, materials or equipment obtained, supplied, or exchanged as a consequence of implementing this Memorandum will be used only for peaceful purposes and not for any military or nuclear explosive purposes.
5. The Participants intend that the cooperation contemplated under this Memorandum will commence upon signature by both Participants.
6. This Memorandum may be amended by written agreement of the Participants, and it may be terminated at any time by either Participant upon six months written notice to the other Participant.

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FOR THE REGENTS OF THE
UNIVERSITY OF CHICAGO, AS
OPERATOR OF ARGONNE
NATIONAL LABORATORY



ALAN SCHREISHIEM
DIRECTOR

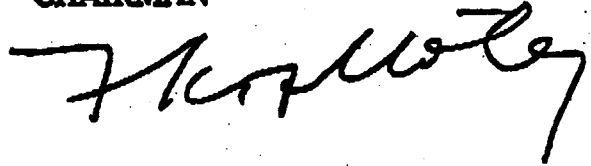
DATE:

10/30/95

FOR THE ATOMIC ENERGY
COMMISSION OF THE
GOVERNMENT OF GHANA



FRANCIS AMPENYIN ALLOTEY
CHAIRMAN



JOHN HUMPHREY AMUASI
SECRETARY

DATE: 30.10.95